

ORIGINAL



0000105613

1 FENNEMORE CRAIG, P.C.
2 A Professional Corporation
3 Patrick J. Black (No. 017141)
4 3003 North Central Avenue, Suite 2600
5 Phoenix, Arizona 85012
6 Telephone (602) 916-5000
7 Email: pblack@fclaw.com

RECEIVED

2009 DEC -1 P 4: 03

Arizona Corporation Commission

DOCKETED

DEC -1 2009

AZ CORP COMMISSION
DOCKET CONTROL

Attorneys for Cross Creek Ranch Water Company and
Cross Creek Ranch Community Association

DOCKETED BY

[Signature]

BEFORE THE ARIZONA CORPORATION COMMISSION

IN THE MATTER OF THE
APPLICATION OF CROSS CREEK
RANCH COMMUNITY ASSOCIATION,
AN ARIZONA NON-PROFIT
CORPORATION, FOR AN
ADJUDICATION OF "NOT A PUBLIC
SERVICE CORPORATION" STATUS.

DOCKET NO. W-20619A-08-0470

IN THE MATTER OF CROSS CREEK
RANCH WATER COMPANY'S
APPLICATION FOR APPROVAL OF
ASSIGNMENT OF ASSETS VIA
DISSOLUTION TO THE CROSS CREEK
RANCH COMMUNITY ASSOCIATION,
PURSUANT TO ARIZONA REVISED
STATUTES 40-285, AND DELETION OF
THE CERTIFICATE OF CONVENIENCE
AND NECESSITY.

DOCKET NOS.: W-04131A-08-0471
W-20619A-08-0471

**NOTICE OF COMPLIANCE WITH
DECISION NO. 71103**

Pursuant to Decision No. 71103 (June 5, 2009) ("Order"), Cross Creek Ranch Community Association (the "Association") and Cross Creek Ranch Water Company (the "Water Company") hereby file this Notice of Compliance in the above-captioned matters.

The Order requires the Association to file the revised By-Laws which mirror the wording in Section 3.7 and Section 5.7 of the First Amendment to the Covenants, Conditions, and Restrictions ("CC&Rs") that every customer is a member/owner with equal voting rights and that each member is or will be a member, and which mirror the required criteria found in Section 3.2 of the First Amendment to the CC&Rs that the service area encompasses a fixed territory. Attached hereto as **Exhibit A** is a copy of the First Amendment to the Bylaws of Cross Creek Ranch Community Association.

1 The Order also requires the Association to file the First Amendment to its CC&Rs
2 recorded with Yavapai County which complies with Staff's recommendations at Finding
3 of Fact Nos. 14-18 and as set forth in Decision No. 55568 (May 7, 1987). Attached
4 hereto as **Exhibit B** is a copy of the First Amendment to the CC&Rs (recorded with
5 Yavapai County on October 29, 2009), which contains language prohibiting further
6 subdivision (Finding of Fact No. 17). Also attached hereto, as **Exhibit C**, is a copy of the
7 Second Amendment to the CC&Rs (recorded with Yavapai County on October 29, 2009),
8 which includes the restricted membership language (Finding of Fact No. 18).

9 The Order requires the Water Company to file the appropriate Arizona Department
10 of Water Resources ("ADWR") documentation demonstrating that the well (Registration
11 No. 55-2000896) is owned by the Association. On November 20, 2009, the Water
12 Company submitted for filing with ADWR a Request to Change Well information form to
13 change well ownership from Cachet Western II LLC to the Association. A copy of that
14 filing is attached hereto as **Exhibit D**, along with confirmation that ADWR's records have
15 been updated to reflect the Association as the well owner.

16 The Order also requires the Water Company to file all documentation transferring
17 ownership of the water system and assets to the Association. Attached hereto as **Exhibit**
18 **E** is a copy of the executed Assignment of Assets, which transfers to the Association the
19 assets of the Water Company. Concurrently with this filing the Water Company is
20 submitting to the Corporations Division the Articles of Dissolution of Cross Creek Ranch
21 Water Company, a copy of which will be included in the Water Company's motion to
22 cancel the Certificate of Convenience and Necessity granted in Decision No. 65978 (June
23 17, 2003).

24 ...

25 ...

26 ...

27 ...

28 ...

1 RESPECTFULLY SUBMITTED this 1st day of December, 2009.

2 FENNEMORE CRAIG, P.C.

3
4 By: 

5 Patrick J. Black

6 Attorneys for Cross Creek Ranch Water Company
and Cross Creek Ranch Community Association

7 ORIGINAL and fifteen (15) copies
8 of the foregoing hand-delivered
this 1st day of December, 2009, to:

9 Docket Control
10 Arizona Corporation Commission
1200 W. Washington St.
11 Phoenix, AZ 85007

12 Copy of the foregoing hand delivered
this 1st day of December, 2009, to:

13 Kimberly Battista, Compliance
14 Utilities Division
Arizona Corporation Commission
1200 W. Washington Street
15 Phoenix, AZ 85007

16
17 By: 

18 2262065.1/23936.001

EXHIBIT

A

**FIRST AMENDMENT
TO
THE BYLAWS
OF
CROSS CREEK RANCH COMMUNITY ASSOCIATION**

The Bylaws of CROSS CREEK RANCH COMMUNITY ASSOCIATION., an Arizona nonprofit corporation, adopted August 13, 2002 (the "Bylaws"), are hereby amended as follows:

1. Article 1, General Provisions of the Bylaws are hereby amended by providing:

"1.9 Membership. Membership in the Association shall be limited to 84 Members, actual or potential. The Association shall only provide domestic water services to the 84 Members, actual or potential, also known as water customers ("Water Customers")."

2. The Bylaws are hereby amended by adding the following as Article 7:

ARTICLE 7, WATER CUSTOMERS

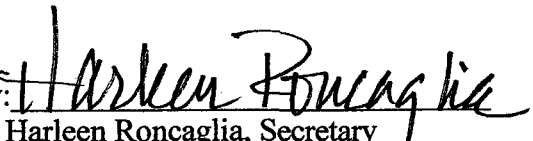
7.1 Domestic Water Services Limitations. The Association shall provide domestic water services pursuant to the terms and conditions of the Declaration, which is expressly limited the 84 Water Customers, actual or potential. Therefore, in accordance with Section 3.20 of the Declaration as amended, no Lot shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No additional real property lying outside of the existing boundary for Cross Creek Ranch as originally shown on the Plat shall ever be annexed into Cross Creek Ranch. Two or more Lots shall not be combined into fewer Lots than originally shown on the Plat. No further covenants, conditions, restrictions or easements shall be Recorded by any Owner, Lessee, or other Person other than the Board on behalf of the Association against any part of the property without the provisions thereof having been first approved in writing by the Architectural Review Committee. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any Person other than by the Board of the Association with the prior written approval of the Architectural review Committee and the proposed use otherwise complies with the Declaration.

7.2 Water Customer Votes. In accordance with Section 5.7 of the Declaration as amended, each Water Customer, as an Owner of one or more Lots in Cross Creek Ranch, shall only be entitled to one (1) vote per Owner regardless of the number of Lots owned in Cross Creek Ranch on any vote concerning the operation, maintenance, replacement and repair of the Water System or any Water System Operating Assessment or any Vacant Lot Water Assessment or similar Water System related issue (a "Water System Vote").

3. Except as modified by this First Amendment, all terms and provisions of the Bylaws shall remain in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned, being the duly elected, qualified and acting Secretary of Cross Creek Ranch Community Association., an Arizona nonprofit corporation, hereby certifies that the foregoing First Amendment to Bylaws was duly adopted pursuant to action by the Board of Directors at a meeting on September 10, 2009.

By: 
Harleen Roncaglia, Secretary

EXHIBIT

B

WHEN RECORDED, RETURN TO:

FENNEMORE CRAIG, P.C.
Attn: Joseph Chandler, Esq.
3003 North Central Avenue
Suite 2600
Phoenix, AZ 85012-2913

B-4703 P-874
Page: 1 of 7
ARES 4352722

FEE
\$7
\$8
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\$1
\$16 ps

FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
CROSS CREEK RANCH
IN
SEDONA, ARIZONA

THIS FIRST AMENDMENT ("First Amendment") to Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch is made this 15th day of May, 2008 (the "Effective Date") by the Board of Directors of the Cross Creek Ranch Community Association, an Arizona non-profit corporation.

RECITALS

A. Cross Creek Ranch is subdivision located in Sedona, Arizona ("Cross Creek Ranch"), the boundaries of which are shown on the Plat recorded in Book 48 of Maps and Plats, Pages 8 – 14, Official Records of Yavapai County Recorder, Yavapai County, Arizona (the "Plat").

B. Cross Creek Ranch is governed by that certain Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch dated June 19, 2003 and recorded on July 1, 2003 as Instrument No. 3599928 in Book 4047, Page 427, Official Records of Yavapai County Recorder, Yavapai County, Arizona (the "Declaration").

C. Cross Creek Ranch Community Association is an Arizona nonprofit corporation (the "Association") organized to administer and enforce the Project Documents, including the Declaration.

D. Pursuant to the Declaration, the Transition Date has occurred and control of the Association has transitioned from Declarant to the Board of Directors of the Association.

E. At a duly noticed and called May 15, 2008 Special Meeting of the Association, the requisite majority of the Members of the Association voted to authorized the Board of Directors to amend the Declaration to, among other things, dissolve the Cross Creek Ranch Water Company, an Arizona public service corporation (the "Water Company") and to assume all duties and obligations of the Water Company to provide water services to the Lots in Cross Creek Ranch as of the Effective Date of this First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the other terms and conditions set forth in this First Amendment, the Board of Directors of the Association with the requisite majority authorization of the Members of the Association hereby amend the Declaration as of the Effective Date as follows:

1. Defined Terms and Recitals. The foregoing Recitals are incorporated herein by this reference. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in the Declaration.

2. Water Company. Section 1.43 of the Declaration is hereby deleted in its entirety and superseded as follows:

Any reference to the "Water Company" in the Declaration on and after the Effective Date shall mean the Association.

3. Water Company Assessment. Section 1.44 of the Declaration is hereby deleted in its entirety and superseded as follows:

Any reference to the "Water Company Assessment" in the Declaration on and after the Effective Date shall mean a vacant Lot Water Assessment and/or a Water System Operating Assessment as defined in and levied and assessed pursuant to Section 6.5 of the Declaration.

4. Domestic Water Service. Section 2.2 of the Declaration is hereby amended as follows:

On and after the Effective Date, the Water System shall be owned and operated by the Association in accordance with all laws, rules and regulations promulgated by the applicable governmental authorities. The Association shall contract with qualified persons or companies to manage, operate, and maintain the Water System for the benefit of the Association. The cost of owning, maintaining and operating the Water System shall be paid for by the Association through Water Operating Assessments as set forth in Section 6.5 of the Declaration.

5. Water System and Sewer System; No Liability of Association and Declarant Parties.

Section 2.4(i) of the Declaration is hereby amended as follows:

On and after the Effective Date, the Board shall have no responsibility for the operation or maintenance of the Water System or Sewer System; and

The last paragraph of Section 2.4 shall be amended by adding the following:

In addition, on and after the Effective Date, the Board shall in no event be responsible for, or have liability (Including strict liability) for any claims, causes of action, losses, damages, costs or expenses (Including attorneys' fees and court costs) for any inconvenience or disturbances arising from the Water System or the Sewer System or the use of the thereof, Including any violation of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., The Arizona Environmental Quality Act, A.R.S. § 49-281 et seq., or any other similar state or federal law as such laws have been or may be amended from time to time. Each Owner, lessee and Resident, on behalf of its family members, invitees and licensees, covenants and agrees that it does knowingly and voluntarily assume all risks associated with the foregoing, Including the risks of inconvenience and disturbance arising

from the existence, operation, and maintenance of the Water System and Sewer System by the Association.

6. Water Services Restrictions. Section 3.7 of the Declaration is hereby deleted in its entirety and superseded as follows:

Except for certain Association irrigation purposes as provided in Section 4.10 of the Declaration, the Association shall be the sole provider of domestic water through the Water System for all Owners of Lots and Residential Units, Including any landscape irrigation water, subject to all fees, charges, rules, regulations and other requirements established by the Board, and if applicable, any Water Assessments adopted by the Board. No Lot shall contain any water well or water storage facility for such purpose. By acceptance of a deed or by acquiring any interest in a Lot, each Owner, Lessee and Resident agrees to be subject to the provisions of this Section. Each Owner, Lessee and Resident shall comply with all rules, regulations, and other requirements established by the Board for providing domestic water through the Water System.

7. Restrictions on Further Subdivision, Annexation, Property Restrictions and Rezoning. Section 3.20 of the Declaration is hereby amended as follows:

No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner and no portion less than all of any such Lot shall be conveyed or transferred by any Owner. No additional real property lying outside of the existing boundary for Cross Creek Ranch as originally shown on the Plat shall ever be annexed into Cross Creek Ranch. Two or more Lots shall not be combined into fewer Lots than originally shown on the Plat. No further covenants, conditions, restrictions or easements shall be Recorded by any Owner, Lessee, or other Person other than the Board on behalf of the Association against any part of the property without the provisions thereof having been first approved in writing by the Architectural Review Committee. No application for rezoning, variances or use permits pertaining to any Lot shall be filed with any governmental authority by any Person other than by the Board of the Association with the prior written approval of the Architectural review Committee and the proposed use otherwise complies with the Declaration.

8. Classes of Members and Voting Rights. Section 5.7 of the Declaration is hereby deleted in its entirety and superseded as follows:

The Transition Date has occurred and Declarant is no longer entitled to any votes concerning the Association. Each Owner shall be entitled to one (1) vote for each Lot owned in Cross Creek Ranch by such Owner for voting on all matters regarding the Association except for any vote concerning the operation, maintenance, replacement and repair of the

Water System or any Water System Operating Assessment or any Vacant Lot Water Assessment or similar Water System related issue (a "Water System Vote"). In the event of a Water System Vote, an Owner shall be entitled to only one (1) vote per Owner regardless of the number of Lots owned in Cross Creek Ranch.

9. Conveyance of Encumbrance of Common Area. Section 5.11(iv) of the Declaration is hereby amended as follows:

(iv) to a domestic water service entity (including the Association for operation and maintenance of the Water System) for the purpose of providing to the Owners and Residents domestic water service;

10. Water Company Assessments. Section 6.5 of the Declaration is hereby deleted in its entirety and superseded as follows:

6.5.1 In addition to any Water System Operating Assessment as described in Subsection 6.5.2, the Association, as long as the Association owns and controls the Water System, shall assess against each Lot that is Assessable Property and for which no Residential Unit has been constructed and no connection to the Water System has been established to such Lot (a "Vacant Lot") a "Vacant Lot Water Assessment" for the purpose of providing operating and capital funds to the Association until such connection has been established to such Lot and a Lot Owner is paying all fee and charges levied by the Association to supply domestic water through the Water System to such Lot. The total amount to be assessed against each Vacant Lot as a Vacant Lot Water Assessment shall be the amount that is reasonably estimated from time to time by the Board to produce the necessary funds for the Association to operate, maintain, repair, and replace the Water System in accordance with all laws, rules and regulations promulgated by the applicable governmental authorities (taking into account other sources if funds available to the Association) divided by the number of Vacant Lots in Cross Creek Ranch. Vacant Lot Water Assessments shall be collected on a monthly or quarterly basis or such other basis as may be selected by the Board. The Vacant Lot Water Assessment for a Lot shall cease on the first day of the month following a water connection and establishment of domestic water service to a Residential Unit on the Lot through the Water System. All Vacant Lot Water Assessments shall be used by the Association as set forth in this Subsection.

6.5.2 In addition to the fees and charges payable by the Owners to the Association pursuant to a Vacant Lot Water Assessment or to Association once a water connection is established to provide domestic water services to a Lot through the Water System, the Association, so long as the Association owns and controls the Water System, may (but shall not be obligated to) assess against each Lot which is an Assessable Property a

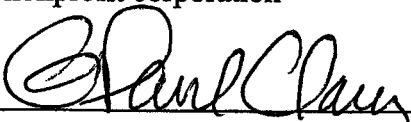
"Water System Operating Assessment" for the purpose of providing additional operating and capital funds to the Association for defraying, in whole or in part, the cost of operating the Water System and the cost of any upgrade, construction, reconstruction, repair or replacement of the Water System. The total amount to be assessed against each Lot as a Water System Operating Assessment shall be the amount that is reasonably estimated by the Board to produce the necessary funds for the Association to operate, maintain, repair, and replace the Water System in accordance with all laws, rules and regulations promulgated by the applicable governmental authorities (taking into account other sources of funds available to the Association) divided by the number of lots in Cross Creek Ranch. All Water System Operating Assessments collected by the Association shall be used by the Association as set forth in this Subsection.

11. Miscellaneous. Except as amended by this First Amendment, the Declaration remains in full force and effect. To the extent that the Declaration and this First Amendment conflict, this First Amendment shall govern and control. This First Amendment shall be governed by and construed in accordance with the laws of the State of Arizona.

[SIGNATURE BLOCK APPEARS ON NEXT PAGE.]

DATED as of the Effective Date.

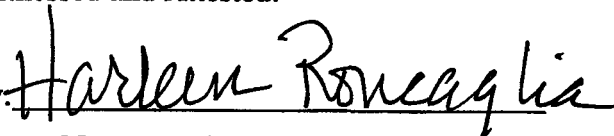
**THE CROSS CREEK RANCH
COMMUNITY ASSOCIATION, an
Arizona nonprofit corporation**

By: 

Name: C. Paul Claus

Its: President

Witnessed and Attested:

By: 

Name: Harleen Roncaglia


Its: Secretary

STATE OF ARIZONA)

) ss.

COUNTY OF YAVAPAI)

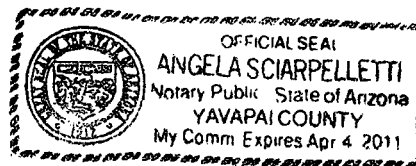
The foregoing instrument was executed before me this 21 day of October, 2009, by C. Paul Claus, the President of the Cross Creek Ranch Community Association, an Arizona nonprofit corporation, on behalf of said nonprofit corporation.



Notary Public

My Commission Expires:

4 APR 11



SEAL

EXHIBIT

C

WHEN RECORDED, RETURN TO:

FENNEMORE CRAIG, P.C.
Attn: Joseph Chandler, Esq.
3003 North Central Avenue
Suite 2600
Phoenix, AZ 85012-2913

B-4703 P-875
Page: 1 of 3
ARES 4352723

FEE
\$ 5
\$8
\$5
✓
\$1
\$14.00

SECOND AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

FOR

CROSS CREEK RANCH

IN

SEDONA, ARIZONA

THIS SECOND AMENDMENT ("Amendment") to Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch is made this 10th day of September, 2009 (the "Effective Date") by the Board of Directors of the Cross Creek Ranch Community Association, an Arizona non-profit corporation.

RECITALS

A. Cross Creek Ranch is subdivision located in Sedona, Arizona ("Cross Creek Ranch"), the boundaries of which are shown on the Plat recorded in Book 48 of Maps and Plats, Pages 8 – 14, Official Records of Yavapai County Recorder, Yavapai County, Arizona (the "Plat").

B. Cross Creek Ranch is governed by that certain Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch dated June 19, 2003 and recorded on July 1, 2003 as Instrument No. 3599928 in Book 4047, Page 427, Official Records of Yavapai County Recorder, Yavapai County, Arizona, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Cross Creek Ranch dated May 15, 2008 and recorded on OCTOBER 29, 2009 as Instrument No. B. 4703, P. 874 in the Official Records of Yavapai County Recorder, Yavapai County, Arizona (as so amended, the "Declaration").

C. Cross Creek Ranch Community Association is an Arizona nonprofit corporation (the "Association") organized to administer and enforce the Project Documents, including the Declaration.

D. At a duly noticed and called September 10, 2009 Special Meeting of the Association, the requisite majority of the Members of the Association voted to authorize the Board of Directors to amend the Declaration to, among other things, clarify that Membership in the Association, and number of domestic water customers, is limited to 84 Members, actual or potential as of the Effective Date of this Second Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, and the other terms and conditions set forth in this Second Amendment, the Board of Directors of the Association with the requisite majority authorization of the Members of the Association hereby amend the Declaration as of the Effective Date as follows:

1. Defined Terms and Recitals. The foregoing Recitals are incorporated herein by this reference. Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in the Declaration.

2. Limitation of Membership. Section 1.29 of the Declaration is hereby amended by adding the following sentence:

"Membership in the Association shall be limited to 84 Members, actual or potential. The Association shall only provide domestic water

services to the 84 Members, actual or potential, also known as water customers."

3. Miscellaneous. Except as amended by this Amendment, the Declaration remains in full force and effect. To the extent that the Declaration and this Amendment conflict, this Amendment shall govern and control. This Amendment shall be governed by and construed in accordance with the laws of the State of Arizona.

DATED as of the Effective Date.

**THE CROSS CREEK RANCH
COMMUNITY ASSOCIATION, an
Arizona nonprofit corporation**

By: _____

G. Paul Claus

Its: President

Witnessed and Attested:

By: _____

Harleen Roncaglia

Its: Secretary

STATE OF ARIZONA)

) ss.

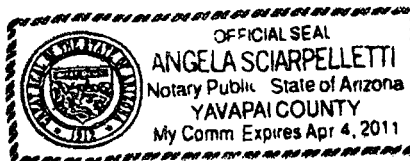
COUNTY OF YAVAPAI)

The foregoing instrument was executed before me this 10th day of September, 2009, by G. Paul Claus the President of the Cross Creek Ranch Community Association, an Arizona nonprofit corporation, on behalf of said nonprofit corporation.

Notary Public

My Commission Expires:

4 APR 2011



EXHIBIT

D

FENNEMORE CRAIG, P.C.

3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913
(602) 916-5000

Shilpa Hunter-Patel
Direct Phone: (602) 916-5356
Direct Fax: (602) 916-5556
shilpa@fclaw.com

Law Offices
Phoenix (602) 916-5000
Tucson (520) 879-6800
Nogales (520) 281-3480
Las Vegas (702) 692-8000
Denver (303) 291-3200

RECEIVED

NOV 20 2009

WATER MGMT

November 20, 2009

VIA HAND DELIVERY

Darlene Sumpter-King
Phoenix AMA
Arizona Department of Water Resources
3550 North Central Avenue
Phoenix, Arizona 85012

Re: Request to Change Well Information – No. 55-200896

Dear Darlene:

Enclosed for filing please find an original executed Request to Change Well Information form regarding changing well ownership from Cachet Western II LLC to Cross Creek Ranch Community Association. Also enclosed is our firm check in the amount of \$10.00 representing the filing fee for this request.

Thank you for your assistance in regards to this matter. Please call if you have any questions in regards to this matter.

Sincerely yours,


Shilpa Hunter-Patel

SHP:jas
Encl.



Arizona Department of Water Resources
Water Management Support Section
P.O. Box 33589 Phoenix, Arizona 85067-3589
(602) 771-8500 • (800) 352-8488
www.azwater.gov

Request to Change Well Information
RECEIVED

- ❖ Review instructions prior to completing form in black or blue ink.
- ❖ You must include with your Notice:
 - check or money order for any required fee(s)
- ❖ Authority for fee: A.A.C. R12-15-151(B)(4)(a), A.R.S. § 45-113(B)
- ** PLEASE PRINT CLEARLY **

NOV 20 2009

FILE NUMBER
A(17-5)33 ACB
WELL REGISTRATION NUMBER
55 - 200896

WATER MGMT

SECTION 1. REGISTRY INFORMATION	
Well Owner FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL CROSS CREEK RANCH COMMUNITY ASSOCIATION MAILING ADDRESS 6586 State Route 179 Suite C-1 CITY / STATE / ZIP CODE Sedona, Arizona 86351 CONTACT PERSON NAME AND TITLE PAUL FRIEDER, Community Association Manager TELEPHONE NUMBER 928.282.4479 FAX 928.203.0050	Location of Well WELL LOCATION ADDRESS (IF ANY) TOWNSHIP (N/S) RANGE (E/W) SECTION 160 ACRE 40 ACRE 10 ACRE 17N 5E 33 NE 1/4 SW 1/4 NW 1/4 LATITUDE LONGITUDE Degrees Minutes Seconds Degrees Minutes Seconds "N" "W" METHOD OF LATITUDE/LONGITUDE (CHECK ONE) <input type="checkbox"/> *GPS: Hand-Held <input type="checkbox"/> USGS Quad Map <input type="checkbox"/> Conventional Survey <input type="checkbox"/> *GPS: Survey-Grade *IF GPS WAS USED, GEOGRAPHIC COORDINATE DATUM (CHECK ONE) <input type="checkbox"/> NAD-83 <input type="checkbox"/> Other (please specify): COUNTY ASSESSOR'S PARCEL ID NUMBER BOOK MAP PARCEL COUNTY WHERE WELL IS LOCATED 408 19 121 Yavapai

Type of Request (CHECK ONE)		
<input type="checkbox"/> Change of Well Drilling Contractor (Fill out Section 2)	<input checked="" type="checkbox"/> Change of Well Ownership (Fill out Section 3)	<input type="checkbox"/> Change of Well Information (location, use, etc.) (Fill out Section 4)

SECTION 2. REQUEST TO CHANGE WELL DRILLING CONTRACTOR (No Fee Required)	
♦ If drilling or abandoning a well, the Department must receive this request and issue authorization to the new drilling firm prior to the commencement of well drilling or abandonment.	
\$10 FEE	

Current Well Drilling Contractor		New Well Drilling Contractor	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL	
DWR LICENSE NUMBER		DWR LICENSE NUMBER	ROC LICENSE CATEGORY
TELEPHONE NUMBER	FAX	TELEPHONE NUMBER	FAX

SECTION 3. STATEMENT OF CHANGE OF WELL OWNERSHIP (No Fee Required)	
♦ If this change pertains to more than one well and the names are the same, only one \$10 fee is required.	
\$10 FEE	

Previous Well Owner		New Well Owner	
FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Cachet Western II LLC		FULL NAME OF COMPANY, ORGANIZATION, OR INDIVIDUAL Cross Creek Ranch Community Association	
MAILING ADDRESS 15475 N Greenway Hayden Loop Ste B-20		MAILING ADDRESS 6586 State Route 179 Suite C-1	
CITY / STATE / ZIP CODE Scottsdale Arizona 85260		CITY / STATE / ZIP CODE Sedona, AZ 86351	
CONTACT PERSON NAME AND TITLE Matthew H. Cody President		CONTACT PERSON NAME AND TITLE Paul Frieder, Community Association Manager	
TELEPHONE NUMBER 480-556-7000	FAX 480-456-7001	TELEPHONE NUMBER 928.282.4479	FAX 928.203.0050

SECTION 4. CHANGE OF WELL INFORMATION (No Fee Required)	
NO FEE	

NOTE: Applies only to wells that have already been drilled. For proposed wells, an amended Notice of Intent to Drill a Well must be filed.
EXPLAIN

SECTION 5. OPTIONAL BY PROPERTY OWNER AND WELL OWNER ONLY	
<input type="checkbox"/> By checking this box, I hereby provide ADWR permission to enter the property for the purpose of taking water level measurements at this well. (See instructions.)	

SECTION 6. WELL OWNER SIGNATURE	
I HEREBY CERTIFY that the above statements are true to the best of my knowledge and belief.	
TYPE OR PRINT NAME AND TITLE G. Paul Claus, President	SIGNATURE OF WELL OWNER DATE 11-12-09

Printed: 11/20/2009 1:35:49 PM

Arizona Department of Water Resources

3550 N Central Ave.
Phoenix AZ 85012

Customer:

FENNEMORE CRAIG
3003 N. CENTRAL AVE, STE 2600
PHOENIX, AZ 85012-2913

Receipt #: 10-8930
Office: BOOKSTORE
Receipt Date: 11/20/2009
Sale Type: IN PERSC
Cashier: WRMXB

Item No.	Index	AOBJ	Description	Ref ID	Qty	Unit Price	Ext Price
9100	15238	4439-12	WELL ASSIGNMENTS/CHANGE OF WELL OWNERSHIP	55-200896	1	10.00	10.00
RECEIPT TOTAL:							10.00

Payment type: CHECK

Amount Paid: \$10.00

Payment Received Date: 11/20/2009

Notes:

Check # 351753

Run Date: 12/01/2009

AZ DEPARTMENT OF WATER RESOURCES

WELL REGISTRY REPORT - WELLS55

Location A 17.0 5.0 33 A C B Well Reg.No 55 - 200896 AMA NOT WITHIN ANY AMA OR INA

Registered Name CROSS CREEK RANCH COMMUNITY ASSOCIATION
6568 STATE ROUTE 179 SUITE C-1

File Type NEW WELLS (INTENTS OR APPLICATIONS)
Application/Issue Date 10/21/2003

SEDONA AZ 86351

Owner OWNER
Driller No. 530
Driller Name DEL RIO DRILLING & PUMP, INC.
Driller Phone 928-636-4272
County YAVAPAI
Parcel No. 408-19-121
Intended Capacity GPM 35.00

Well Type EXEMPT
SubBasin VERDE VALLEY
Watershed VERDE RIVER
Registered Water Uses DOMESTIC
Registered Well Uses WATER PRODUCTION
Discharge Method NO DISCHARGE METHOD LISTED
Power NO POWER CODE LISTED

Well Depth 770.00
Pump Cap. 0.00
Draw Down 0.00

Case Diam 8.00
Case Depth 770.00
Water Level 266.00
Acres Irrig 0.00

Tested Cap 0.00
CRT
Log X
Finish STEEL - PERFORATED OR SLOTTED
CASING

Contamination Site: NO - NOT IN ANY WQARF SITE

Comments

Places Of Use

A 17.0 5.0 33 A C B

Current Action

11/23/2009 860 CHANGE OF WELL OWNERSHIP
Action Comment: dlt

Action History

8/6/2004 750 WELL LOG RECEIVED
Action Comment: tb
3/15/2004 755 WELL CONSTRUCTION COMPLETED
Action Comment: tb
10/23/2003 550 DRILLING AUTHORITY ISSUED
Action Comment: MO
10/21/2003 150 NOI RECEIVED FOR A NEW PRODUCTION WELL
Action Comment: MO
10/17/2003 210 COUNTY HEALTH AUTHORITY ENDORSED
Action Comment: MO

EXHIBIT


E

ASSIGNMENT OF ASSETS

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cross Creek Ranch Water Company, an Arizona corporation (the "Corporation"), hereby transfers, assigns and conveys to its sole shareholder, Cross Creek Ranch Community Association, all of its right, title and interest in and to all of its assets.

DATED effective as of December 1, 2009.

Cross Creek Ranch Water Company,
an Arizona corporation

By: 
Print Name: G. Paul Claus
Title: President

CROSS CREEK RANCH WATER COMPANY

ASSIGNMENT OF ASSETS

- Structures & Improvements
- Walls & Springs
- Pumping Equipment
- Reservoirs & Standpipes
- Mains
- Services
- Meters
- Hydrants
- Backflow Prevention Devices
- Equipment
Air blowers, booster pump/equipment skid, electric panels, emergency generator (200kw), emergency generator (30kw), low flow demand pumps, low water crossing pumps, methanol pump, plastic pipe, pressure maintenance pump, well drop pipe, well pump, well shaft